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7 *Attorneys for Plaintiff / Counter-Defendant*
8 *Nevada Controls, LLC*

9 UNITED STATES DISTRICT COURT

10 DISTRICT OF NEVADA

11 * * *

12 NEVADA CONTROLS, LLC, a Nevada
Limited Liability Company,

Case No.: 3:12-cv-00068-HDM-VPC

13 Plaintiff,

14 v.

DECLARATION OF LEIGH GODDARD

15 WIND PUMP POWER, LLC, a Kansas
Limited Liability Company, SUNFLOWER
16 WIND, LLC, a Kansas Limited Liability
Company; DAN RASURE, an individual,
17

Defendants.
18 _____ /

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20 I, LEIGH GODDARD, do solemnly swear under penalty of perjury that the
21 assertions contained in this declaration are true and correct.

22 1. I am over the age of eighteen (18) years. I have personal knowledge of
23 the facts stated within this declaration, except where stated to be upon information and
24 belief, and as to that information, I believe it to be true. If called as a witness, I would
25 be competent to testify to these facts.

26 2. This declaration is made in support of the Plaintiff Nevada Controls, LLC's
27 Reply in Support of its second Motion to Compel.

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1 3. On May 3, 2013, I received an e-mail from defense counsel Mark
2 Goodman with a .pdf attachment containing approximately 118 pages of documents. A
3 true and correct copy of the e-mail, without the documents, is attached to the Reply as
4 Exhibit 15.

5 4. The 118 pages of documents include:

- 6 a) a purported lease for a tractor;
7 b) documents related to the litigation *GT Wind v. Star Lumber Supply*;
8 c) three bank statements for Sunflower Wind, LLC;
9 d) e-mail correspondence between Dan Rasure and Everett Jesse;
10 e) Operating Agreement, Sunflower Wind, LLC;
11 f) Letter from Swenson Brewer law firm, which is also attached to the
12 Motion to Withdraw as Counsel;
13 g) Wind Pump Power, LLC Operating Agreement which has
14 previously been produced.

15 5. Defendants still have not produced any financial records for Wind Pump
16 Power, such as a check register, Quickbooks records and the like. They have also not
17 provided copies of checks.

18 6. Defendants have not provided copies of documents related to
19 capitalization of Wind Pump Power.

20 7. Defendants have not produced all documents depicting the purchase of
21 parts or equipment for the Austin Project.

22 8. Defendants have not produced all documents depicting credits or refunds.

23 9. Defendants have not produced any correspondence associated with the
24 purchase of supplies or equipment for the Austin Project.

25 10. Defendants have not provided supplemental responses to discovery
26 identifying which documents have been produced and in response to which request.
27 Furthermore, they have failed to provide supplemental answers to interrogatories, and
28 none of the interrogatory answers have been verified.

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DATED: May 13, 2013.

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